

Exhibit A

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)OCEOLA DEVELOPMENT & CONSTRUCTION)

Plaintiff(s))

vs.)

INTERNATIONAL INSURANCE COMPANY)

Defendant(s))

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

2019-CP - 10- 0531Submitted By: MICHAEL H. ELLISAddress: 147 WAPPOO CREEK DRIVE, SUITE 202
CHARLESTON SC 29412SC Bar #: 101524Telephone #: 843-795-9500Fax #: 843-762-1500

Other: _____

E-mail: mellis@qlawsc.com

NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing cases that are NOT E-Filed. It must be filled out completely, signed, and dated. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint. **This form is NOT required to be filed in E-Filed Cases.**

DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

- ☐ JURY TRIAL demanded in complaint. ☒ NON-JURY TRIAL demanded in complaint.
- ☐ This case is subject to **ARBITRATION** pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- ☐ This case is subject to **MEDIATION** pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- ☐ This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

- | | | | |
|--|--|--|---|
| Contracts
<input type="checkbox"/> Constructions (100)
<input type="checkbox"/> Debt Collection (110)
<input type="checkbox"/> General (130)
<input checked="" type="checkbox"/> Breach of Contract (140)
<input type="checkbox"/> Fraud/Bad Faith (150)
<input type="checkbox"/> Failure to Deliver/Warranty (160)
<input type="checkbox"/> Employment Discrim (170)
<input type="checkbox"/> Employment (180)
<input type="checkbox"/> Other (199) _____ | Torts - Professional Malpractice
<input type="checkbox"/> Dental Malpractice (200)
<input type="checkbox"/> Legal Malpractice (210)
<input type="checkbox"/> Medical Malpractice (220)
Previous Notice of Intent Case #
20 ____ -NI- ____ - ____
<input type="checkbox"/> Notice/ File Med Mal (230)
<input type="checkbox"/> Other (299) _____ | Torts - Personal Injury
<input type="checkbox"/> Conversion (310)
<input type="checkbox"/> Motor Vehicle Accident (320)
<input type="checkbox"/> Premises Liability (330)
<input type="checkbox"/> Products Liability (340)
<input type="checkbox"/> Personal Injury (350)
<input type="checkbox"/> Wrongful Death (360)
<input type="checkbox"/> Assault/Battery (370)
<input type="checkbox"/> Slander/Libel (380)
<input type="checkbox"/> Other (399) _____ | Real Property
<input type="checkbox"/> Claim & Delivery (400)
<input type="checkbox"/> Condemnation (410)
<input type="checkbox"/> Foreclosure (420)
<input type="checkbox"/> Mechanic's Lien (430)
<input type="checkbox"/> Partition (440)
<input type="checkbox"/> Possession (450)
<input type="checkbox"/> Building Code Violation (460)
<input type="checkbox"/> Other (499) _____ |
| Inmate Petitions
<input type="checkbox"/> PCR (500)
<input type="checkbox"/> Mandamus (520)
<input type="checkbox"/> Habeas Corpus (530)
<input type="checkbox"/> Other (599) _____ | Administrative Law/Relief
<input type="checkbox"/> Reinstate Drv. License (800)
<input type="checkbox"/> Judicial Review (810)
<input type="checkbox"/> Relief (820)
<input type="checkbox"/> Permanent Injunction (830)
<input type="checkbox"/> Forfeiture-Petition (840)
<input type="checkbox"/> Forfeiture—Consent Order (850)
<input type="checkbox"/> Other (899) _____ | Judgments/Settlements
<input type="checkbox"/> Death Settlement (700)
<input type="checkbox"/> Foreign Judgment (710)
<input type="checkbox"/> Magistrate's Judgment (720)
<input type="checkbox"/> Minor Settlement (730)
<input type="checkbox"/> Transcript Judgment (740)
<input type="checkbox"/> Lis Pendens (750)
<input type="checkbox"/> Transfer of Structured Settlement Payment Rights Application (760)
<input type="checkbox"/> Confession of Judgment (770)
<input type="checkbox"/> Petition for Workers Compensation Settlement Approval (780)
<input type="checkbox"/> Incapacitated Adult Settlement (790)
<input type="checkbox"/> Other (799) _____ | Appeals
<input type="checkbox"/> Arbitration (900)
<input type="checkbox"/> Magistrate-Civil (910)
<input type="checkbox"/> Magistrate-Criminal (920)
<input type="checkbox"/> Municipal (930)
<input type="checkbox"/> Probate Court (940)
<input type="checkbox"/> SCDOT (950)
<input type="checkbox"/> Worker's Comp (960)
<input type="checkbox"/> Zoning Board (970)
<input type="checkbox"/> Public Service Comm (990)
<input type="checkbox"/> Employment Security Comm (991)
<input type="checkbox"/> Other (999) _____ |
| Special/Complex /Other
<input type="checkbox"/> Environmental (600)
<input type="checkbox"/> Automobile Arb. (610)
<input type="checkbox"/> Medical (620)
<input type="checkbox"/> Other (699) _____
<input type="checkbox"/> Sexual Predator (510)
<input type="checkbox"/> Permanent Restraining Order (680)
<input type="checkbox"/> Interpleader (690) | | | |

Submitting Party Signature: _____

Date: 02/07/2019

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

Effective January 1, 2016, Alternative Dispute Resolution (ADR) is mandatory in all counties, pursuant to Supreme Court Order dated November 12, 2015.

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

Pursuant to the ADR Rules, you are required to take the following action(s):

1. The parties shall select a neutral and file a “Proof of ADR” form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the “Notice of Intent to File Suit” or as the court directs.
4. Cases are exempt from ADR only upon the following grounds:
 - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
 - b. Requests for temporary relief;
 - c. Appeals
 - d. Post Conviction relief matters;
 - e. Contempt of Court proceedings;
 - f. Forfeiture proceedings brought by governmental entities;
 - g. Mortgage foreclosures; and
 - h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.
5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.
6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

**Please Note: You must comply with the Supreme Court Rules regarding ADR.
Failure to do so may affect your case or may result in sanctions.**

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT

Oceola Development & Construction,)
LLP,)

Case No.: 2019-CP-10-0531

PLAINTIFF)

SUMMONS
Declaratory Judgment

v.)

International Insurance Company of)
Hanover, Plc.,)

DEFENDANT.)

BY

JULIE J. ARMSTRONG
CLERK OF COURT

2019 FEB -4 AM 10:14

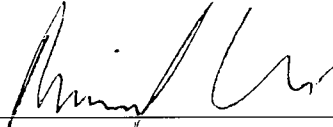
FILED

TO: THE DEFENDANTS ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Amended Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your answer to said Complaint on the subscribed at the law office at 147 Wappoo Creek Drive, Suite 202, Charleston, South Carolina 29412, within thirty (30) days after the service hereof, exclusive of the day of such service; and, if you fail to answer the Complaint within the time aforesaid, the Plaintiff in this action will apply to the Court for the relief demanded in the Complaint, including the rendering of judgment by default against you.

YOU ARE HEREBY GIVEN FURTHER NOTICE that if you fail to answer, appear or defend said Complaint required by this Summons within said time allowed under Rule 6, of the South Carolina Rules of Civil Procedure, judgment by default will be rendered against you for the relief demanded in said Complaint.

QUERY SAUTTER & ASSOCIATES, LLC



Michael H. Ellis, Esquire

mellis@qlawsc.com

O. Grady Query, Esquire

gquery@qlawsc.com

The Wappoo Centre

147 Wappoo Creek Drive, Suite 202

Charleston, South Carolina 29412

Telephone 843.795.9500

Facsimile 843.762.1500

Attorneys for the Plaintiff

This 21 day of February, 2019

Charleston, South Carolina

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)
)
Oceola Development & Construction,)
LLP,)
)
PLAINTIFF)
)
v.)
)
International Insurance Company of)
Hanover, Plc.,)
)
DEFENDANT.)

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT

Case No.: 2019-CP-10- 0531

COMPLAINT
Declaratory Judgment

FILED
2019 FEB -4 AM 10:14
JULIE J. ARMSTRONG
CLERK OF COURT
BY _____

NOW COMES Plaintiff, by and through their undersigned counsel, Complaining of the
Defendant as follows:

1. Oceola Development & Construction, LLP (hereinafter "Plaintiff") is a South Carolina limited liability partnership doing business in and having a primary place of business in Charleston County, South Carolina.
2. International Insurance Company of Hanover, Plc. (hereinafter "Defendant") is an insurance company engaged in writing insurance policies throughout the State of South Carolina, including Charleston County.
3. Charleston County, South Carolina is the site of all transactions and occurrences giving rise to this action.
4. Based upon information and belief, this Court has jurisdiction over the parties and subject matter and venue is proper.

Facts

5. Plaintiff and Defendant entered into the mutually binding insurance policy number IG06C003028-00 for the effective policy period of April 7, 2014 to April 7, 2015.

6. On June 17, 2014, a policy triggering event occurred at Plaintiff's construction site.

7. The policy triggering event resulted in Plaintiff being a named defendant in and served with a Summons and Complaint for Charleston County case number 2015-CP-10-676.

8. Plaintiff has complied with their duties and obligations arising under the parties' mutually binding insurance policy, but Defendant has refused coverage under the policy.

For A First Cause of Action
(Declaratory Judgment)

9. Plaintiff reiterates paragraphs 1-8 above as if set forth here in verbatim.

10. Despite multiple attempts to have Defendant execute their duties and obligations to indemnify Plaintiff and make a good faith effort to negotiate a settlement for the protection of the Defendant as required by the contract of insurance, Defendant has refused.

11. Plaintiff prays for a judgment from this Court declaring Plaintiff's rights, status, and other legal relations under the parties' mutually binding insurance policy.

For A Second Cause of Action
(Improper Claim Practices)

12. Plaintiff reiterates paragraphs 1-12 above as if set forth here in verbatim.

13. Defendant has engaged in improper claim practices during their handling of the claims in Charleston County case number 2015-CP-10-676 by including but not limited to:

a. Knowingly misrepresenting to their insureds and third-party claimants pertinent facts and policy provisions relating to coverages at issue and providing deceptive and misleading information with respect to coverages;

b. Failing to act in good faith to effect prompt, fair, and equitable settlement of claims, including third party claims, submitted to them when liability has become reasonably clear;

c. Compelling Plaintiff to institute this action to recover amounts reasonably due and payable with respect to the claims that arose under the mutually binding insurance policy by refusing to offer any amount to reasonably resolve this matter considering the amount truly recoverable;

d. Invoking policy defenses, not in good faith and without a reasonable expectation of prevailing with respect to the policy defenses, but for the primary purpose of discouraging Plaintiff regarding protections to which Plaintiff is entitled and for which Plaintiff contracted, thereby impairing the defense and/or the settlement of Charleston County case number 2015-CP-10-676;

14. Plaintiff is entitled to damages, including punitive damages, and the costs associated with bringing this action, including reasonable attorney's fees, for Defendant's improper claims practices.

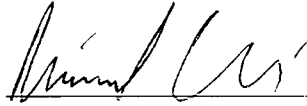
WHEREFORE Plaintiff prays for relief from this Court as follows:

1. For a judgment declaring Plaintiff's rights under the mutually binding insurance policy as it pertains to Charleston County case number 2015-CP-10-676;

2. For damages including punitive damages associated with Defendants' improper claims practices; and

3. For the cost of having to bring this action including reasonable attorney's fees.

QUERY SAUTTER & ASSOCIATES, LLC



Michael H. Ellis, Esquire

mellis@qlawsc.com

O. Grady Query, Esquire

gquery@qlawsc.com

The Wappoo Centre

147 Wappoo Creek Drive, Suite 202

Charleston, South Carolina 29412

Telephone 843.795.9500

Facsimile 843.762.1500

Attorneys for the Plaintiff

This 1st day of February, 2019

Charleston, South Carolina



South Carolina Department of Insurance

HENRY McMASTER
Governor

Capitol Center
1201 Main Street, Suite 1000
Columbia, South Carolina 29201

RAYMOND G. FARMER
Director

Mailing Address:

P.O. Box 100105, Columbia, S.C. 29202-3105
Telephone: (803) 737-6160

February 25, 2019

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
GRANGE MUTUAL CASUALTY CO
Post Office Box 1218
Columbus, OH 43206

Dear Sir:

On February 25, 2019, I accepted service of the attached Summons and Complaint on your behalf. I am, hereby, forwarding that accepted process on to you pursuant to the provisions of S.C. Code Ann. § 38-5-70. By forwarding accepted process on to you, I am meeting a ministerial duty imposed upon me by S.C. Code Ann. § 38-77-150. I am not a party to this case. The State of South Carolina Department of Insurance is not a party to this case. It is important for you to realize that service was effected upon your insurer on my date of acceptance for service.

You must promptly acknowledge in writing your receipt of this accepted process to sdubois@doi.sc.gov. When replying, please refer to File Number 173845, Dillon McKinney v. Porsha R. Welborn, et al., 2018-CP-04-02092.

By:

Sincerely Yours,

A handwritten signature in black ink, appearing to read "David E. Belton".

David E. Belton
Senior Associate General Counsel
(803)737-6132

Raymond G. Farmer
Director
State of South Carolina
Department of Insurance

Attachment

CC: G.W. King Smith
Post Office Box 2866
Anderson, SC 29622